

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI,  
AT CARTHAGE

STATE OF MISSOURI, ex rel.,  
JEREMIAH W. (JAY) NIXON, ATTORNEY  
GENERAL OF MISSOURI, and

the CITY OF CARTHAGE, Missouri,  
a Missouri Municipal Corporation,

Plaintiffs,

v.

RENEWABLE ENVIRONMENTAL  
SOLUTIONS, L.L.C.

Defendant.

Case No. 05AP-CC00035

**PRELIMINARY CONSENT ORDER**

COME NOW Plaintiffs, the State of Missouri and the City of Carthage, Missouri, by and through counsel, and Defendant, Renewable Environmental Solutions, L.L.C. ("RES"), by and through counsel, and pray for the Court to enter the following Preliminary Consent Order.

WHEREAS, Defendant operates a facility in Carthage, Missouri, that uses an innovative technology to convert byproducts from an adjacent turkey processing plant into a renewable fuel;

WHEREAS, Defendant has put forth considerable efforts and resources to develop and implement odor control technologies and improvements at the facility;

WHEREAS, Defendant intends to make additional odor control improvements to minimize odor from the facility, as set forth herein;

WHEREAS, the Plaintiffs and Defendant have consented, without trial or adjudication of any issue of fact or law herein, and without admitting any liability or fault, to the entry of this Preliminary Consent Order;

NOW, THEREFORE, in consideration of the foregoing and for the undertakings and covenants hereinafter designated, it is ORDERED that:

1. The Court has read the Petition and has been fully advised of the premises. The Court is satisfied that the provisions of this Preliminary Consent Order amicably resolve the issues that

could be raised in a motion for preliminary injunction at this time, and the Court finds that this Preliminary Consent Order does protect the public interest.

2. For purposes of this Preliminary Consent Order, this Court has jurisdiction over the subject matter of this action and over the parties consenting hereto. The provisions of this Preliminary Consent Order shall apply to and be binding upon the parties executing this Preliminary Consent Order.

3. Neither the execution of this Preliminary Consent Order nor the consideration herein specified shall constitute or be construed or represented as an admission on the part of Defendant of any liability of any kind or nature; nor shall the execution of this Preliminary Consent Order constitute an admission on the part of Defendant that it has caused any injury or damage whether or not alleged in the above-described litigation.

4. The terms stated herein constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, be they express or implied, oral or written, except those which are expressly set forth herein. This Preliminary Consent Order may not be modified orally.

5. Defendant shall install and implement an enhanced thermal oxidizer. The installation and implementation shall occur between May 9, 2005, and May 22, 2005. In no event shall the facility operate on May 10, 2005. Immediately following implementation, Defendant shall have a 10-day "upset" period in which to operate the enhanced thermal oxidizer.

6. Defendant shall upgrade to a higher efficiency scrubber packing media, as an additional odor control media, as expeditiously as possible, but in no event later than 50 days following the date this Preliminary Consent Order is entered by the Court.

7. In the event the thermal oxidizer or the large, wet scrubber shuts down or becomes inoperable, such equipment will be immediately restarted or repaired, or the facility will be shut down until repairs are made to the equipment.

8. This Preliminary Consent Order is not and shall not be interpreted to be a permit or a modification of existing permits, nor shall it in any way relieve defendant of its obligation to obtain

any applicable permits from state or local authorities and comply with the requirements of said permits or with any other federal or state law or regulations. Any new permits or modifications of existing permits must be complied with in accordance with applicable federal, state and local laws and regulations.

9. This Preliminary Consent Order may be modified or amended only by written agreement between the parties or by the Court for good cause shown, such as for a *force majeure* event.

10. Nothing in this Preliminary Consent Order shall preclude either party from applying to this Court to enforce this Preliminary Consent Order if violations of the Preliminary Consent Order occur. Nor shall anything contained herein preclude either party from seeking further or final relief or from raising any defense or argument otherwise allowed by law. The parties understand that this Preliminary Consent Order does not constitute a settlement of the claims set forth in the Plaintiffs' Petition.

11. This Court shall have jurisdiction over this matter to enforce the terms and conditions of this Preliminary Consent Order and to resolve disputes arising under this Preliminary Consent Order.

12. Each party shall pay its own costs of any nature, including but not limited to, attorneys' fees and expert witness fees incurred up to the entry of this Preliminary Consent Order.

WE HEREBY CONSENT to the entry of this Preliminary Consent Order:

**SO AGREED:**

RENEWABLE ENVIRONMENTAL SOLUTIONS, L.L.C.

By: \_\_\_\_\_ Date: \_\_\_\_\_

JEREMIAH W. (JAY) NIXON  
ATTORNEY GENERAL OF MISSOURI

By: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF CARTHAGE, MISSOURI

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SO ORDERED:**

JASPER COUNTY CIRCUIT COURT JUDGE

By: \_\_\_\_\_

Date: \_\_\_\_\_